



# Public Works Department

P.O. Box 308

Clarkdale, Az. 86324

Phone (928) 639-2550 \* fax (928) 639-2559

Town Hall (928) 634-9591 \* fax (928) 634-0407

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## ORGANIZATION AGREEMENT

Street / Road Location: \_\_\_\_\_

The Public Works Department of the Town of Clarkdale, hereinafter called the "Department", and \_\_\_\_\_, hereinafter called the "Participant Organization", are entering into this agreement to permit Participant Organization to contribute toward the effort of landscaping and maintaining a designated plot of land within the Town of Clarkdale ("Town").

By signature below, the Participant Organization acknowledges that the safety of its members and volunteers are of primary importance and agrees to the following terms and conditions.

### PARTICIPANT ORGANIZATION AGREES:

- Participant Organization's members and volunteers shall landscape and maintain a pre-selected plot of land approved by the Department.
- Participant Organization's members and volunteers shall be at least **18** years of age or older unless prior approval is granted by the Department. In the event that minors are allowed to participate in the program, the Participant Organization shall furnish supervision by one or more adults for every (4) minors participating in the program. **A parent or legal guardian must sign the Individual Agreement (Hold Harmless Agreement) on behalf of the each minor.**
- The Participant Organization shall remove weeds and conduct basic landscaping functions in the spring and autumn, **for a two-year period.**
- The Participant Organization shall furnish its own materials and supplies for maintenance and landscaping activities, i.e., Hand Tools, Gloves, Eye Protection and other safety equipment needed to perform cleaning and landscaping activities.
- The Participant Organization shall be responsible for the provision of Water. Sunscreen and any personal items needed to provide against weather related dangers.
- The Participant Organization shall place filled "Litter" bags at designated locations for pickup & disposal by the Department.
- Each landscaping crew shall have a leader. That crew leader shall have a copy of this agreement with him/her on the job site.
- All members or volunteers of the Participant Organization shall wear safety equipment at all times when at the site. Crew size will be limited to the amount of safety equipment available. The Participant Organization shall assume full responsibility for the safety of all members or volunteers participating in the program.
- Participant Organization's members or volunteers shall NOT touch anything that might be hazardous or cause injury. This includes such things as: syringes, needles, broken glass, animal

bodies, and heavy objects such as tires or appliances. The leader shall report these items to the Department (639-2550) or the police. Questions about hazardous materials should be directed to the Fire District (639-4591).

- Participant Organization members or volunteers shall not drink alcohol prior to or while participating in any activities associated to this agreement.
- The Participant Organization shall ensure that all of its members or volunteers who participate in this program have signed an Individual Agreement (a hold harmless agreement) prior to their participation. A parent or legal guardian must sign for a minor.

#### **THE DEPARTMENT AGREES TO DO THE FOLLOWING:**

- Furnish and install a permanent sign with the Participant Organization's name or acronym at the adopted area.
- Provide biodegradable "Litter" bags, safety literature, and other appropriate safety equipment if requested and available.
- Remove the filled "Litter" bags from the adopted site.
- Identify site boundaries in relation to the Town right-of-way.
- When possible, the Department will provide mowing services and topsoil.
- Coordinate, at its discretion, publicity efforts with the Participant Organization to solicit local media coverage.
- Assist the Participant Organization in removing refuse under unusual circumstances, i.e., when large, heavy or hazardous items are found.
- Conduct an orientation for the Participant Organization for the first landscaping cleanup event and thereafter when appropriate.

If, in the sole judgment of the Department the Participant Organization is not meeting the terms and conditions of this agreement, the Department may terminate the adoption agreement and remove the group's permanent signs upon 30 days notice.

#### **GROUP HOLD HARMLESS:**

On behalf of the Participant Organization, I have read the terms and conditions for participation, and I agree and acknowledge for the following:

- 1) Members and volunteers who participate in this program are under the control of the Participant Organization and not the Town of Clarkdale. The Participant Organization will evaluate all members and volunteers who participate in this program to determine that they are responsible individuals who will abide by the rules of the roads and use due care and caution during their involvement with this landscaping cleanup program.
- 2) The Participant Organization will train each member or volunteer prior to his/her participation in any activity. Each member or volunteer will be knowledgeable of the rules of the road as they pertain to pedestrians, and the terms and conditions of participation.
- 3) We recognize that this program will expose the members and volunteers of the Participant Organization to traffic along roadways, as well as other potential hazards. It is the responsibility of the Participant Organization to obtain and send to the Department the signed Individual Agreement (Hold Harmless Agreement) from each member or volunteer prior to his/her involvement in the program.
- 4) Participant Organization hereby releases and forever discharges the Department and the Town, including all of its officials, managers, council members, departments, employees and agents,

from any and all claims or causes of action of any kind arising out of or relating to the Participant Organization's involvement in this program.

- 5) It is further agreed that the Participant Organization will indemnify, defend and hold harmless the Department and the Town, including all of its officials, managers, council members, departments, employees and agents, from any and all claims or causes of action of any kind arising out of or relating to the Participant Organization's involvement in this program, including but not limited to any claims made by the Participant Organization's members or volunteers or any third-party.

**I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT ORGANIZATION AND THAT THE PARTICIPANT ORGANIZATION WILL ENSURE THAT EACH PERSON WHO PARTICIPATES IN THIS PROJECT WILL SIGN AN INDIVIDUAL AGREEMENT.**

**PARTICIPANT ORGANIZATION**

**TOWN OF CLARKDALE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

**EXPECTED INDIVIDUAL PARTICIPANTS:**

Name

Phone #

_____	_____
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